



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC; CNC, OLC

Introduction

This hearing dealt with the landlord's application against both tenants, pursuant to the *Residential Tenancy Act* ("Act") for:

- an order of possession for cause, pursuant to section 55.

This hearing also dealt with tenant CV's ("tenant") cross-application pursuant to the *Act* for:

- cancellation of the landlords' 1 Month Notice to End Tenancy for Cause, dated August 31, 2017 ("1 Month Notice"), pursuant to section 47; and
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

"Tenant CR" did not attend this hearing, which lasted approximately 68 minutes. The landlord, the landlord's lawyer and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord confirmed that her lawyer had authority to speak on her behalf at this hearing.

Both parties confirmed receipt of the other party's application for dispute resolution hearing package. In accordance with sections 89 and 90 of the *Act*, I find that both parties were duly served with the other party's application.

The landlord said that she did not receive the tenant's written evidence package. The landlord also submitted copies of anonymous letters where the identities of the authors were redacted. As both parties settled these applications at this hearing, I do not find it necessary to record findings regarding service and admissibility of these documents.

Settlement Terms

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings,

the settlement may be recorded in the form of a decision and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that this tenancy will end by 1:00 p.m. on February 28, 2018, by which time the tenants and any other occupants will have vacated the rental unit;
 - a. The landlord agreed that the tenants are entitled to vacate the rental unit earlier than February 28, 2018, provided that they give notice to the landlord;
2. The landlord agreed at her own cost, to have a certified, licensed technician inspect the hot water at the rental unit to ensure that it is in proper, working order and to complete any repairs to the hot water, at her own cost, if recommended by the technician;
3. The landlord agreed not to record the tenants, in video or audio format, for the remainder of this tenancy;
4. The landlord agreed to return the tenants' security deposit of \$750.00 and one month's rent of \$1,550.00, for a total of \$2,300.00, within 24 hours of the tenants vacating the rental unit;
5. Both parties agreed that the tenants are still required to pay rent of \$1,550.00 on the first day of each month, for the remainder of this tenancy;
6. Both parties agreed that this settlement agreement constitutes a final and binding resolution of both parties' applications at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue the attached Order of Possession to be used by the landlord **only** if the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2018. The tenants must be served with this Order in the

event that the tenants and any other occupants fail to vacate the rental premises by 1:00 p.m. on February 28, 2018. Should the tenants fail to comply with this Order, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

The landlord's 1 Month Notice, dated August 31, 2017, is cancelled and of no force or effect.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenants' favour in the amount of \$2,300.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord fails to pay the tenants \$2,300.00 as per condition #5 of the above agreement. The landlord must be served with a copy of this Order. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 24, 2017

Residential Tenancy Branch